

**MASTER AGREEMENT
FOR
AN AGENCY LEVEL FINANCIAL MANAGEMENT SYSTEM**

THIS AGREEMENT for an agency level financial management system (herein referred to as "Master Agreement") is entered into the last day executed below, by and between KPMG Consulting, LLC (herein "KPMG" or "CONTRACTOR"), with its principal offices located at 150 Fayetteville Mall, Suite 1200, Raleigh, North Carolina 27626, and the Chief Procurement Officer on behalf of the State of South Carolina and Authorized Agencies (herein "State"), with its principal offices located at 1201 Main Street, Suite 820, Columbia, South Carolina 29201.

WHEREAS, the State issued Request for Proposals (RFP) Number 01-S3644 for an Agency Level Financial Management System on September 26, 2000; and

WHEREAS, this RFP requested submission of proposals to provide a state-of-the-art Enterprise Resource Planning (ERP) software package to perform the financial, procurement, personnel, budgeting, inventory control, grants and project management activities for State agencies and institutions, and also required a fully integrated document management and workflow software package to allow the electronic capture and dissemination of paper documents associated with these activities; and

WHEREAS, this RFP also required that vendors submitting proposals provide consulting and integration services necessary to design, install, and implement these software packages for use by State agencies, and to provide training to State employees in the use of these software packages; and

WHEREAS, the CONTRACTOR submitted a response to this RFP (herein referred to as "Proposal") dated December 14, 2000 consisting of a Technical Proposal contained in two (2) large, three-ringed binders and a Cost and Business Proposal containing eleven pages and seven Appendices; and

WHEREAS, the State conducted a detailed technical and financial evaluation of all responses to this RFP including a five (5) day scripted demonstration of the software packages proposed by the three (3) top ranked vendors; and

WHEREAS, after a careful evaluation of all responses to the RFP, the State has determined, based upon pricing and the other evaluation criteria set forth in the RFP, that the CONTRACTOR'S proposed prices, terms and conditions are the most advantageous to the State; and

WHEREAS, as part of this evaluation process, the State and the CONTRACTOR have met and conferred concerning the CONTRACTOR'S Technical and Cost Proposals,

 

and have negotiated license agreements for the proposed software packages with the software vendors; and

WHEREAS, the information obtained through the CONTRACTOR'S response to the RFP, the scripted demonstration, and the negotiations have culminated in agreements between the State, the CONTRACTOR, and the software vendors to provide the requested software and services; and

WHEREAS, the CONTRACTOR shall provide consulting and integration services (in accordance of with Section 4: Consulting Services, of this Master Agreement) necessary to design, install and implement the software provided by its subcontractors, SAP Public Services, Inc. (herein referred to as "SAP") and Team IA, Inc. (herein referred to as "Team IA"); and

WHEREAS, the State documented in Sections 4.2 and 4.4 of the RFP the scope, critical assumptions and mandatory requirements necessary to the success of this project, and the CONTRACTOR warrants by executing this Master Agreement that it is capable of satisfying these commitments and requirements and that it is obligated to satisfy the specific commitments and requirements in each relevant Statement of Work; and

WHEREAS, both State and non-State governmental (i.e., school districts, counties, cities, etc.) entities may purchase software and services under this Master Agreement and are jointly referred as "authorized agencies" in this document; and

WHEREAS, certain terms and conditions of this Master Agreement only apply to "State agencies," while others only apply to "non-State governmental agencies," and, in such instances, this will be clearly indicated in this document by using the descriptive terms in this clause.

NOW, THEREFORE, based upon the mutual promises and covenants contained herein, the parties hereto agree as follows:

SECTION 1: GENERAL TERMS AND CONDITIONS

1.1 Format of Master Agreement

This Master Agreement consists of five separate sections as set forth below. The provisions contained in this Section, General Terms and Conditions, are applicable to all other sections of this Master Agreement. The five sections of this Master Agreement are as follows:

- General Terms and Conditions
 - Summary of SAP Software Agreements
- Summary of Team IA Imaging Software Agreements

- Consulting Services
- Use of Master Agreement by Agencies

1.2 Term

Initial Term. The term of this Master Agreement shall commence on the Effective Date and continue for a period of five (5) years therefrom (the "Initial Term"), subject to the termination provisions set forth elsewhere in this Master Agreement. The "Effective Date" shall be the last date executed below. The State shall not be liable to pay the CONTRACTOR for any services or work performed or expenses incurred prior to the Effective Date of this Master Agreement and no employee or agent of the State may direct that services be performed or costs incurred by the CONTRACTOR prior to the Effective Date.

Option to Renew. This Master Agreement may be renewed for up to two (2) additional one-year terms at the State's option (each a "Renewal Term") at such rates as may be negotiated by the parties. Notice of election by the State to exercise each extension hereunder shall be given to the CONTRACTOR in writing at least ninety (90) days prior to the expiration of the then current term, provided, however, that the State's right to exercise any such extension hereunder shall not expire unless and until the CONTRACTOR has given the State written notice of the State's failure to timely exercise its extension option and has provided the State fifteen (15) business days opportunity from the State's receipt of the notice to cure the failure. No further instrument shall be required to extend the term of this Master Agreement.

1.3 Services/Duties of Prime Contractor and Subcontractors

The software and services to be provided under this Master Agreement include the following:

- The CONTRACTOR shall provide consulting and integration services (as further described in Section 4: Consulting Services) necessary to design, install and implement the software provided by its subcontractors, SAP and Team IA, Inc. The CONTRACTOR shall provide such consulting and integration services on both on a "time and materials" and a "fixed price" basis.
- SAP shall provide the financial management software and maintenance, installation and training support as set forth in the RFP and Section 2 (Summary of SAP Software Agreements) of this Master Agreement.

Team IA shall provide the document management and workflow software and maintenance, installation and training support as described in the RFP and Section 3 (Summary of Team IA Software Agreements) of this Master Agreement.

The software and services provided hereunder may be acquired by both State and non-State government entities ("authorized agency") as set forth in Article 19 of the South Carolina Consolidated Procurement Code, Sections 11-35-4610 to 4890. These authorized agencies may acquire any of the software and services available hereunder, at their discretion, during the term of the Master Agreement with the following exception. If an authorized agency desires to install the Team IA software first, it must make a formal commitment to purchase the SAP software within twenty-four (24) months or prior to the end of the contract period, whichever is earlier.

For projects where the CONTRACTOR is an "active participant" (as designated in the applicable Statement of Work) and receives compensation from an authorized agency or the State, the State will rely upon the CONTRACTOR for full, complete, and satisfactory performance under the terms and conditions of this Master Agreement, and for any relief, or judgment which may be requested by the State of the CONTRACTOR or which may be entered against the CONTRACTOR in any litigation which may arise under this Master Agreement or the relationship between the parties. Where the services provided for hereunder are supplied by a subcontractor, the CONTRACTOR must act as the prime contractor for these items and assume full responsibility for performance hereunder. Thus, the CONTRACTOR will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

For projects where the CONTRACTOR is not an "active participant" and receives no compensation from an authorized agency or the State, the responsibility for performance hereunder may be assigned to the subcontractor (SAP and/or Team IA) performing the work. This assignment may be made, and will be clearly defined, in the Statement of Work (herein referred to as "SOW") agreed to by the CONTRACTOR, the appropriate subcontractor(s) and the agency.

1.4 No Add-On Charges

The CONTRACTOR agrees that it will not, during the Initial Term and any Renewal Terms of this Master Agreement, markup, increase or otherwise add on any fees to the prices charged by its subcontractors. Where appropriate, subcontractors' prices will be passed through to the State.

1.5 Warranties

The State documented in Sections 4.2 and 4.4 of the RFP the scope, critical assumptions and mandatory requirements necessary to the success of this project, and the CONTRACTOR warrants by executing this Master Agreement that it is capable of satisfying these commitments and requirements and that it is obligated to satisfy the specific commitments and requirements in each relevant Statement of Work.

- 1.5.1 For consulting services provided on a time and materials basis, the CONTRACTOR warrants that the consulting services will be performed

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in a professional and workmanlike manner, in accordance with the requirements of a SOW agreed to with each authorized agency, and in accordance with generally accepted industry standards. Additionally, the CONTRACTOR warrants that any personnel provided by the CONTRACTOR shall have requisite skills in the design, installation and implementation of the applicable SAP or Team IA software in general, and shall be proficient in the specific tasks assigned to such personnel. The CONTRACTOR shall maintain an accurate record as to the amount of work time its personnel spend on a project for billing and audit purposes.

For consulting services provided on a fixed price basis, the CONTRACTOR warrants that its services shall conform to the functional specifications set forth in the relevant SOW as agreed to with the authorized agency. If the SOW does not set forth a warranty period for the work performed, the warranty period shall be ninety (90) days from final acceptance of the deliverable by the agency.

1.6 Inspection and Acceptance

All work and products are required to conform to the requirements of the authorized agency and the State, as set forth in the SOW. Once delivered, all products will be subject to acceptance in accordance with the relevant SOW, and the CONTRACTOR agrees to make such adjustments, corrections, repairs, or other fixes as required to meet the acceptance criteria as set forth in the relevant SOW. In the event that the problem is not resolved within a reasonable time period, remedies may be pursued by the agency in accordance with Paragraph 1.9 of this Master Agreement.

For the consulting services provided on a time and materials basis, these services will be considered accepted on the completion date of the service, or, if a specific deliverable is to be provided (e.g., design of an interface to a legacy system) by the CONTRACTOR, acceptance of that deliverable(s) will occur in accordance with the acceptance criteria agreed to by the parties in the relevant SOW.

For the consulting services provided on a fixed price basis, acceptance of the deliverables will occur in accordance with the acceptance criteria set forth in the relevant SOW. The SOW will provide for a final acceptance test, and may provide for interim milestone acceptance tests. Each acceptance test will be designed to demonstrate that the deliverables conform to requirements set forth in the SOW.

The CONTRACTOR shall notify the authorized agency when the deliverable is completed and ready for the acceptance testing as set forth in the SOW. Unless otherwise agreed upon by the parties, the authorized agency will commence acceptance testing as set forth in the SOW. The

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authorized agency will not unreasonably delay commencement of any acceptance testing.

If, in the opinion of the authorized agency, the CONTRACTOR is unable to satisfactorily complete the acceptance test in accordance with the acceptance criteria set forth in the SOW, the agency shall notify the CONTRACTOR in writing within ten (10) business days of completion of testing, detailing the failure. The CONTRACTOR thereafter shall have thirty (30) days (or such other time as the parties may agree) to correct the failure and present the deliverable for re-testing.

If the authorized agency unreasonably delays commencement of acceptance testing, fails to notify the CONTRACTOR of any failures in acceptance testing within the ten (10) business day period, or uses the deliverable for its intended purpose in a productive manner, the deliverable shall be considered accepted.

If there is a failure of the SAP and/or Team IA software to comply with the necessary performance requirements agreed upon by the CONTRACTOR, authorized agency and the software vendors (SAP and Team IA) in a SOW, and that failure is not caused by the agency, State, or CONTRACTOR, then the State or agency shall provide the CONTRACTOR with timely notice and make demand for an appropriate remedy against SAP or Team IA to comply with the requirements of the applicable SOW. If SAP or Team IA software is unable to comply with the requirements, the agency shall make demand for a full refund of the license fees and any other appropriate remedy from SAP and Team IA. The agency also agrees to allow the CONTRACTOR to participate in such actions and to assist the agency in seeking compliance with such requirements by SAP or Team IA. Subsequent to obtaining a full refund and other appropriate remedy from SAP or Team IA, the CONTRACTOR shall at its option: (i) bring the performance of the software into substantial compliance with the functional specifications; or (ii) if the failure of the SAP and/or Team IA software to comply with the necessary performance requirements of a SOW results in the termination of a portion or all of a SOW, the CONTRACTOR agrees to pay to the authorized agency an amount equal to fifty (50%) percent of fees paid, and/or due and owing, to the CONTRACTOR for installation and implementation of that portion of the software. The parties expressly agree that in no event can the failure of the SAP and/or Team IA software constitute a grounds or under lying cause for a termination for cause of the CONTRACTOR pursuant to Paragraph 1.9.2. However, if the State is required to terminate a SOW and/or this Master Agreement for reasons related to this Paragraph 1.6.6, the State shall be entitled to a no cost termination for convenience of the SOW and/or the Master Agreement pursuant to Paragraph 1.9.3.

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1.7 Force Majeure

The CONTRACTOR shall not be liable for any failure to perform under this Master Agreement that arises out of causes beyond the reasonable control and without the fault or negligence of the CONTRACTOR. The State shall not be liable for any delay to pay for the software and/or services or for any breach of contract if the delay or breach arises out of causes beyond the reasonable control and without the fault or negligence of the State. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the CONTRACTOR or the State. If the failure to perform is caused by the default of a subcontractor, and such default arises out of causes beyond the reasonable control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required delivery schedule. If the CONTRACTOR shall, as a result of any unavoidable delay, fail to substantially perform essential obligations hereunder and should said delay exceed thirty (30) days, the State may terminate the services or any portion hereof without termination charges or any other liability except to pay fees where there is no dispute between the parties that the CONTRACTOR is entitled to such payment.

- 7 In the event the CONTRACTOR asserts protection under this Paragraph, the burden shall be on the CONTRACTOR to establish that the basis for non-performance arose out of causes beyond its reasonable control and without the fault or negligence of the CONTRACTOR such as to prevent timely performance.

1.8 Patent and Copyright Liability and Indemnification

The CONTRACTOR shall indemnify the State, its officers, agents, and employees, against any liability, including costs, for infringement of any patent or copyright issued in the United States or elsewhere arising out of deliverables or services furnished pursuant to CONTRACTOR'S performance of this Master Agreement, or out of the use of, disposal by, or for the account of, the State of such services. This indemnity by CONTRACTOR expressly excludes programs, products, and services provided by SAP and/or Team IA pursuant to license and maintenance agreements.

The CONTRACTOR, at its own expense, will defend any suit which may be brought against the State to the extent that it is based on a claim that the software and/or services furnished by the CONTRACTOR under this Master Agreement infringe a patent or copyright right, and, in any such

suit, will pay those costs and damages which are attributable to such claim and finally awarded against the State, provided that the State shall give the CONTRACTOR prompt written notice of such claim, and full right and opportunity to conduct the defense thereof, together with full information and reasonable cooperation. This agreement by CONTRACTOR expressly excludes alleged infringement pertaining to programs, products, and services provided by SAP and/or Team IA pursuant to license and maintenance agreements. No cost or expenses shall be incurred against the CONTRACTOR without its written consent. If principles of governmental or public law are involved, the State may participate in the defense of any such action at its own expense. If, in the CONTRACTOR'S opinion, the services and/or deliverables furnished hereunder are likely to, or do become, the subject of a claim of infringement of a patent or copyright right, then, without diminishing the CONTRACTOR'S obligations hereunder, the CONTRACTOR may, at its option and expense, (a) obtain the right for the using agency to continue to use such CONTRACTOR software or services; or (b) substitute for the alleged infringing CONTRACTOR software/services other equally suitable software/services that are satisfactory to the State; or (c) take back such CONTRACTOR software/services, without charge or expense to the State, provided, however, that the CONTRACTOR WILL NOT EXERCISE OPTION (c) until the CONTRACTOR and the State have evaluated options (a) and (b), and provided that said evaluation takes place in a reasonable time frame so as to provide the CONTRACTOR the right to exercise option (c) in a timely manner. In such event, the CONTRACTOR shall reimburse the State for the purchase price of any software removed pursuant to option (c).

The preceding requirements are for the purpose of assuring the State that CONTRACTOR'S software and services (specifically excluding the programs, products, and services provided by SAP and/or Team IA) purchased hereunder are free of any intellectual property right infringement. With respect to software developed by the CONTRACTOR, the CONTRACTOR is expected to advise the State if it has any reason to believe that this software infringes any intellectual property right.

1.9 Basis for Termination

A part, portion or all of this Master Agreement may be terminated pursuant to the following:

Non-appropriation. After June 30, 2002, if the Legislature fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this Master Agreement, or any SOW established hereunder, or if a lawful order issued in or for any fiscal year during the

term of this Master Agreement reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, this Master Agreement, or the effected SOW, shall terminate on the date said funds are no longer available. The CONTRACTOR shall be entitled to recover the fees for work completed in accordance with State Budget and Control Board Regulation 19-445.2135 subparagraphs (a) through (e). The State shall provide the CONTRACTOR with notice not less than thirty (30) days prior to the date of cancellation, if such time is available. Otherwise, prompt notice will suffice. In the event of occurrence of the circumstances described immediately above, the CONTRACTOR shall not prohibit or otherwise limit the State's right to pursue and contract for alternate solutions and remedies as deemed necessary by the State for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend this Master Agreement.

For Cause. In the event of material breach by the CONTRACTOR, the State shall give written notice specifying the alleged material breach and provide the CONTRACTOR with a thirty (30) business day period to cure the alleged breach. If such a notice of material breach is given and the CONTRACTOR has not begun correction of the material breach within five (5) business days or has not substantially corrected the material breach within thirty (30) business days of receipt of the written notice, the State shall have the right to terminate unilaterally and immediately the services provided hereunder without further notice. The State reserves the right to purchase any and all services or other items thereafter in the open market. Additionally, the State shall have a similar right of rescission in any instance where the CONTRACTOR provides or seeks to provide any software or service for a price higher than that specified herein, without regard to cause, including governmental regulatory intervention and insistence. Any amount invoiced to the State prior to termination and attributable to the breach shall not be paid. The State's failure to exercise its rights to terminate under this provision shall not be construed as a waiver of its rights to terminate, rescind or revoke the software and/or services provided herein in the event of any subsequent breach. In the event of termination for cause, the CONTRACTOR shall have no further warranty, indemnity, or performance obligations under the SOW resulting in the termination.

Convenience. This Master Agreement may be canceled by the State at any time and for any reason, upon ninety (90) days notice prior to the effective date of the cancellation. In the event of a termination for convenience, the State shall pay any outstanding balance on any undisputed invoices received prior to such notification, and reasonable costs incurred or obligated up to the point of the termination. The State shall negotiate reasonable termination costs with the CONTRACTOR, if

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applicable. In the event of a termination for convenience, the CONTRACTOR shall have no further warranty, indemnity, or performance obligations, unless otherwise agreed upon by the parties.

Non-payment. Subject to Paragraph 1.6 (Inspection and Acceptance) above, the CONTRACTOR may suspend performance under a SOW if an authorized agency fails to make a payment of a fee for more than forty-five (45) business days after payment is required pursuant to Section 11-35-45 of the South Carolina Code of Laws, and the CONTRACTOR may terminate the SOW if the agency fails to make payment within ninety (90) business days after payment is required pursuant to Section 11-35-45 of the South Carolina Code of Laws.

The signatories to this Master Agreement agree that this contract is valid and binding upon execution. However, if the State and/or the CONTRACTOR fail to execute in a timely manner license, maintenance or subcontract agreements with Team IA and SAP, the parties agree that this Master Agreement shall be voidable and fully rescindable immediately upon notice to the other party.

1.10 Ownership of Data

1.10.1 State Data and Records. All data and other records entered in to any database of the State or supplied to the CONTRACTOR by the State are, and shall remain, the sole property of the State. The CONTRACTOR shall not: copy or use such records without the State's written consent except to carry out contracted work, transfer such records to any other party not involved in the performances of this Master Agreement; and will return submitted records to the State upon completion of the work hereunder.

1.10.2 KPMG Technology. The CONTRACTOR has created, acquired or otherwise has rights in, and may, in connection with the performance of services hereunder, employ, provide modify, create, acquire or otherwise obtain rights in, various concepts, idea, methods, methodologies, procedures, processes, know-how, and techniques; models (including, without limitation, function, process, system and data models); templates; the generalized features of the structure, sequence and organization of software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation of systems (collectively, the "KPMG Technology"). "KPMG Technology" does not include any tangible item (e.g., coding, documentation or any product in fixed form) which has been specifically created under this Master Agreement, was not in existence previously, and which could be sold or otherwise commercially exploited without additional intervening effort.

1.10.3 Ownership of Deliverables. Except as provided below, upon payment to the CONTRACTOR hereunder, the tangible items specified as deliverables or work product in the SOW to which these terms are attached (herein the "Deliverables") will become the property of the State. To the extent that any KPMG Technology is contained in any of the Deliverables, the CONTRACTOR hereby grants agency, upon payment, a royalty-free, paid-up, worldwide, non-exclusive license to use such KPMG Technology in connection with the Deliverables (as set forth in Paragraph 4.6 for interfaces developed to central state systems maintained by the Comptroller General's Office).

1.10.4 Ownership of KPMG Property. To the extent that CONTRACTOR utilizes any of its property (including, without limitation, the KPMG Technology or any hardware or software of KPMG) in connection with the performances of services hereunder, such property shall remain the property of the CONTRACTOR. The State and/or authorized agency shall acquire no right or interest in the CONTRACTOR'S property. Nothing in this Master Agreement shall be construed as precluding or limiting in any way the right of the CONTRACTOR to provide consulting or other services of any kind or nature whatsoever to any person or entity as the CONTRACTOR in its sole discretion deems appropriate. In addition, and notwithstanding anything in this Master Agreement to the contrary, the parties acknowledge and agree that (a) the CONTRACTOR will own all rights, title, and interest, including, without limitations, all rights under all copyright, patent and other intellectual property laws, in and to the KPMG Technology and (b) the CONTRACTOR may employ, modify, disclose, and otherwise exploit the KPMG Technology (including, without limitation, providing services or creating programming or materials for other clients).

1.11 Liability for Damages/Limitations

1.1 The CONTRACTOR will not be liable for any damages to the State resulting from the loss of data or use, lost profits or any incidental or consequential damages unless said damages are the result of willful misconduct for which the CONTRACTOR is adjudged responsible by the appropriate tribunal of competent jurisdiction. The CONTRACTOR may be liable for personal injury or property damage caused by negligence or intentional harm for which the CONTRACTOR is adjudged responsible by the appropriate tribunal of competent jurisdiction. However, the CONTRACTOR retains all statutory and common law defenses as provided by South Carolina law.

1.2 The State shall not be liable for any damages to the CONTRACTOR resulting from the loss of data or use, lost profits or any incidental or

consequential damages unless said damages are the result willful misconduct for which the State is adjudged responsible by the appropriate tribunal of competent jurisdiction. The State may be liable for personal injury or property damage caused by negligence or intentional harm for which the State is adjudged responsible by the appropriate tribunal of competent jurisdiction. However, the State retains all statutory and common law defenses as provided by South Carolina law.

1.11.3 Under no circumstances shall the CONTRACTOR, its subcontractors, consultants, employees, or agents be liable to the State or any authorized agency for damages arising from a particular SOW in excess of the total value of that particular/relevant SOW; provided however that no limitation of liability applies to the obligations created by Paragraphs 1.8 and 1.11.1 of this Master Agreement.

1.11.4 The license agreements executed between the State and SAP and TEAM IA establish certain warranties, remedies, rights, and obligations between the State and Team IA and SAP. In connection with any purchase of products from Team IA and SAP, under this Master Agreement where CONTRACTOR is an "active participant" under a SOW, the State shall look to the CONTRACTOR to enforce the warranties, remedies, rights, and obligations between the State and Team IA and SAP. In connection with any claim, defect or other deviation in the SAP and/or Team IA software that impairs the utilization, performance, or value of the software after the warranty period where the CONTRACTOR is not an "active participant" (e.g. has assigned performance to SAP or Team IA), the State agrees that its initial remedies are those set forth in the SAP and/or Team IA software license agreements.

1.12 Participation by Non-State Governmental Units

Pursuant to Article 19 of the South Carolina Procurement Code, 11-35-4610 to 4890, other public procurement units, including municipalities, counties, and political subdivisions are eligible to cooperatively purchase services under, and pursuant to, this Master Agreement.

1.13 Order of Precedence

If there should be any disagreement between the parties as to software and/or services to be provided under a Statement of Work (SOW), the resolution of that disagreement shall be governed by the following documents:

- a. This Master Agreement document, including any amendments later executed;
- b. The RFP, including any amendments later executed; and